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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 JANE DOE,

15 Plaintiff,

16 vs.

17 COUNTY OF SANTA BARBARA;
18 JOSHUA ELIZALDE; and JOHN
19 DOES 1-10,

20 Defendants.

Case No. 2:24-cv-04334-MEMF (SKx)

**STIPULATED PROTECTIVE
ORDER**

Assigned to: Hon. Maame Ewusi-Mensah
Frimpong

Magistrate Judge Steve Kim

FAC filed: August 9, 2024

DISCOVERY MATTER

21 **ALL PARTIES, BY AND THROUGH THEIR COUNSEL, STIPULATE AS**
22 **FOLLOWS:**

23 1. **A. PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,
25 proprietary, or private information for which special protection from public
26 disclosure and from use for any purpose other than prosecuting this litigation may
27 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
28 enter the following Stipulated Protective Order. The parties acknowledge that this

1 Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends
3 only to the limited information or items that are entitled to confidential treatment
4 under the applicable legal principles. The parties further acknowledge, as set forth
5 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
6 Order does not entitle them to file confidential information under seal; Civil Local
7 Rule 79-5 sets forth the procedures that must be followed and the standards that
8 will be applied when a party seeks permission from the court to file material under
9 seal. The parties further acknowledge that this Stipulated Protective Order does not
10 preclude any defendant from bringing an opposition to Plaintiff proceeding under a
11 pseudonym in this litigation.

12 B. GOOD CAUSE STATEMENT

13 **For Plaintiff Doe:**

14 This action is likely to involve Plaintiff Doe's confidential health and
15 personal identifying information for which special protection from public disclosure
16 and from use for any purpose other than prosecution of this action is warranted.
17 Such confidential materials and information consist of, among other things, medical
18 records and other documentation regarding Plaintiff's physical and mental health,
19 confidential business or financial information including employment records,
20 (including information implicating privacy rights of third parties), investigatory
21 records from law enforcement agencies related to Plaintiff, location data,
22 information otherwise generally unavailable to the public, or which may be
23 privileged or otherwise protected from disclosure under state or federal statutes,
24 court rules, case decisions, or common law.

25 **For Defendants County of Santa Barbara and Joshua Elizalde:**

26 This action is likely to involve defendant Joshua Elizalde's internal agency
27 employment files as a peace officer, investigations surrounding his termination
28 from the County of Santa Barbara, defendant and Mr. Elizalde's former employer,

1 and investigative confidential information and materials, for which special
2 protection from public disclosure and from use for any purpose other than
3 prosecution of this action is warranted. Such confidential materials and information
4 consist of or is expected to consist of materials including but not limited to internal
5 affairs files, termination records that are generated by the law enforcement agency,
6 investigative reports/records generated by plaintiff's former employer, internal
7 investigative reports, audio or videotapes of interviews conducted by defendant's
8 former employer, payroll records/time records, and among other things, considered
9 private and confidential information (including information implicating privacy
10 rights of third parties), information otherwise generally unavailable to the public, or
11 which may be privileged or otherwise protected from disclosure under state or
12 federal statutes, court rules, case decisions, or common law.

13 * * *

14 Accordingly, to expedite the flow of information, to facilitate the prompt
15 resolution of disputes over confidentiality of discovery materials, to adequately
16 protect information the parties are entitled to keep confidential, to ensure that the
17 parties are permitted reasonable necessary uses of such material in preparation for
18 and in the conduct of trial, to address their handling at the end of the litigation, and
19 serve the ends of justice, a protective order for such information is justified in this
20 matter. It is the intent of the parties that information will not be designated as
21 confidential for tactical reasons and that nothing be so designated without a good
22 faith belief that it has been maintained in a confidential, non-public manner, and
23 there is good cause why it should not be part of the public record of this case.

24 2. DEFINITIONS

25 2.1 Action: *Jane Doe v. County of Santa Barbara, Joshua Elizalde, &*
26 *John Does 1-10*, Case No. 2:24-cv-04334-MEMF-SK (C.D. Cal.).

27 2.2 Challenging Party: a Party or Non-Party that challenges the
28 designation of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored, or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
4 Good Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
6 their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, including support staff.

26 2.11 Party: any party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the
18 trial judge. This Order does not govern the use of Protected Material at trial.

19 4. DURATION

20 Once a case proceeds to trial, all of the information that was designated as
21 confidential or maintained pursuant to this protective order becomes public and will
22 be presumptively available to all members of the public, including the press, unless
23 compelling reasons supported by specific factual findings to proceed otherwise are
24 made to the trial judge in advance of the trial. *See Kamakana v. City and County of*
25 *Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)* (distinguishing “good cause”
26 showing for sealing documents produced in discovery from “compelling reasons”
27 standard when merits-related documents are part of court record). Accordingly, the
28 terms of this protective order do not extend beyond the commencement of the trial.

1 Final disposition shall be deemed to be the later of (1) dismissal of all claims
2 and defenses in this Action, with or without prejudice; and (2) final judgment
3 herein after the completion and exhaustion of all appeals, rehearings, remands,
4 trials, or reviews of this Action, including the time limits for filing any motions or
5 applications for extension of time pursuant to applicable law.

6

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.
9 Each Party or Non-Party that designates information or items for protection under
10 this Order must take care to limit any such designation to specific material that
11 qualifies under the appropriate standards. The Designating Party must designate for
12 protection only those parts of material, documents, items, or oral or written
13 communications that qualify so that other portions of the material, documents, items,
14 or communications for which protection is not warranted are not swept unjustifiably
15 within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber the case development process or to
19 impose unnecessary expenses and burdens on other parties) may expose the
20 Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that
4 the Producing Party affix at a minimum, the legend “CONFIDENTIAL”
5 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected
6 material. If only a portion or portions of the material on a page qualifies for
7 protection, the Producing Party also must clearly identify the protected portion(s)
8 (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine
15 which documents, or portions thereof, qualify for protection under this Order.
16 Then, before producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
18 portion or portions of the material on a page qualifies for protection, the Producing
19 Party also must clearly identify the protected portion(s) (e.g., by making
20 appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party identify the
22 Disclosure or Discovery Material on the record, before the close of the deposition
23 all protected testimony.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL.” If only a portion or portions of the information warrants
28

1 protection, the Producing Party, to the extent practicable, shall identify the
2 protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9
10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court's
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
15 resolution process under Civil Local Rule 37-1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
17 the Designating Party. Frivolous challenges, and those made for an improper
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
19 parties), may expose the Challenging Party to sanctions. Unless the Designating
20 Party has waived or withdrawn the confidentiality designation, all parties shall
21 continue to afford the material in question the level of protection to which it is
22 entitled under the Producing Party's designation until the Court rules on the
23 challenge.

24
25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that
27 is disclosed or produced by another Party or by a Non-Party in connection with
28 this Action only for prosecuting, defending, or attempting to settle this Action.

1 Such Protected Material may be disclosed only to the categories of persons and
2 under the conditions described in this Order. When the Action has been terminated,
3 a Receiving Party must comply with the provisions of Section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at
6 a location and in a secure manner that ensures that access is limited to the
7 persons authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the Court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
13 well as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of
16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the Court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or
26 a custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
2 they will not be permitted to keep any confidential information unless they sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the Court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material may
6 be separately bound by the court reporter and may not be disclosed to anyone
7 except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10
11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
12 IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this Action as
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification
17 shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or
19 order to issue in the other litigation that some or all of the material covered by the
20 subpoena or order is subject to this Protective Order. Such notification shall
21 include a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order shall not produce any information designated in this
26 action as “CONFIDENTIAL” before a determination by the court from which the
27 subpoena or order issued, unless the Party has obtained the Designating Party’s
28

1 permission. The Designating Party shall bear the burden and expense of seeking
2 protection in that court of its confidential material, and nothing in these provisions
3 should be construed as authorizing or encouraging a Receiving Party in this Action
4 to disobey a lawful directive from another court.

5

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION

8

9 (a) The terms of this Order are applicable to information produced by a
10 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
11 produced by Non-Parties in connection with this litigation is protected by the
12 remedies and relief provided by this Order. Nothing in these provisions should be
13 construed as prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party's confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party's
17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-
19 Party that some or all of the information requested is subject to a confidentiality
20 agreement with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the
22 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
23 reasonably specific description of the information requested; and

24 (3) make the information requested available for inspection by
25 the Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this Court
27 within 14 days of receiving the notice and accompanying information, the
28 Receiving Party may produce the Non-Party's confidential information responsive

1 to the discovery request. If the Non-Party timely seeks a protective order, the
2 Receiving Party shall not produce any information in its possession or control that
3 is subject to the confidentiality agreement with the Non-Party before a
4 determination by the Court. Absent a court order to the contrary, the Non-Party
5 shall bear the burden and expense of seeking protection in this Court of its
6 Protected Material.

7

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
12 writing the Designating Party of the unauthorized disclosures, (b) use its best
13 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
14 person or persons to whom unauthorized disclosures were made of all the terms of
15 this Order, and (d) request such person or persons to execute the “Acknowledgment
16 and Agreement to Be Bound” that is attached hereto as Exhibit A.

17

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other
22 protection, the obligations of the Receiving Parties are those set forth in Federal
23 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
24 whatever procedure may be established in an e-discovery order that provides for
25 production without prior privilege review. Pursuant to Federal Rule of Evidence
26 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
27 of a communication or information covered by the attorney-client privilege or work
28

1 product protection, the parties may incorporate their agreement in the stipulated
2 protective order submitted to the Court.

3

4 12. MISCELLANEOUS

5 12.1 Right to Relief. Nothing in this Order abridges the right of any person
6 to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
14 only be filed under seal pursuant to a court order authorizing the sealing of the
15 specific Protected Material at issue. If a Party's request to file Protected Material
16 under seal is denied by the court, then the Receiving Party may file the information
17 in the public record unless otherwise instructed by the court.

18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in Section 4
20 (DURATION), within 60 days of a written request by the Designating Party, each
21 Receiving Party must return all Protected Material to the Producing Party or destroy
22 such material. As used in this subdivision, "all Protected Material" includes all
23 copies, abstracts, compilations, summaries, and any other format reproducing or
24 capturing any of the Protected Material. Whether the Protected Material is returned
25 or destroyed, the Receiving Party must submit a written certification to the
26 Producing Party (and, if not the same person or entity, to the Designating Party) by
27 the 60 day deadline that (1) identifies (by category, where appropriate) all the
28 Protected Material that was returned or destroyed; and (2) affirms that the

1 Receiving Party has not retained any copies, abstracts, compilations, summaries, or
2 any other format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
4 pleadings, motion papers, trial, deposition, and hearing transcripts, legal
5 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
6 work product, and consultant and expert work product, even if such materials
7 contain Protected Material. Any such archival copies that contain or constitute
8 Protected Material remain subject to this Protective Order as set forth in Section 4
9 (DURATION).

10 14. Any violation of this Order may be punished by any and all appropriate
11 measures including, without limitation, contempt proceedings and/or monetary
12 sanctions.

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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1 DATED: December 6, 2024

PACHOWICZ | GOLDENRING
A Professional Law Corporation

3 By: /s/ Jennie Hendrickson

4 Mark R. Pachowicz
5 Jennie Hendrickson

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7 JOSHUA ELIZALDE

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10 By: 
11 Christopher R. Pitoun
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13 Attorneys for Plaintiff
14 JANE DOE

15 RACHEL VAN MULLEM
16 COUNTY COUNSEL

17 By: /s/ Mary Pat Barry

18 Mary Pat Barry
19 Sr. Deputy County Counsel
20 Attorneys for Defendant
21 COUNTY OF SANTA BARBARA

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23 DATED: December 10, 2024

24 
25 Honorable Steve Kim
26 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Jane Doe v. County of Santa Barbara, Joshua Elizalde, & John Does 10*, Case No. 2:24-cv-04334-MEMF-SKx (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/ Christopher R. Pitoun
Christopher R. Pitoun